IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1162 OF 2006
AND
CHAMBER SUMMONS NO.1163 OF 2006
IN
SUIT NO.631 OF 2003

Ashok Kumar Dwivedi & Ors. ..Plaintiffs

Versus

Shanil Builders & Ors. ..Defendants

And

Mr.S.A.H.Kapadia ..Applicant
(in Ch/s.1162/2006)

W.A.H.Kapadia ..Applicant
(in Ch/s.1163/2006)

Mrs.V.V.Thorat for the applicants.

Mr.Kezer Kharvawale i/by R.K.ASS for defendant nos.4 & 5 to 10.

Mr.Kode i/by S.A.Sawant for respondent no.4.

Mr.R.S.Tripathi i/by Utangale & Co. for plaintiff.

Mr.Ditendra Mishra for defendant nos.6 to 10.

Coram : R.S.Mohite,J

Date : 16.10.2006.

PC

1. Heard Advocate for the applicant, Advocate for defendant no.4 and the Advocate for defendant nos.5 to 10. Perused the affidavit of service. These are the Chamber summons for joining the applicant as a party. The only relief which is sought in the chamber summons is for joining of the applicant as a party. This relief is sought on the contention that

the applicants have a right in 2 flats. There is no other relief sought against the parties. It is contended that the rights of the applicant are affected by the suit as 2 agreements dated 28.6.2000 have been executed by the defendant no.1 through its partner defendant nos.2 & 3. It is recorded that the Advocate for the plaintiff has no objection. In the circumstances, for the reasons which are mentioned in the affidavit-of-support, both the Chamber summons are allowed in terms of prayer clause-(a). Amendment to be carried out within a period of 4 weeks. It is also made clear that even though the Chamber summons are allowed, this order will not come in the way of any of the parties from raising contentions relating to validity of the agreements in favour of applicant. Advocate for the plaintiff to inform the Court Receiver. The amendment as per earlier order is carried out in the Court today.

(R.S.Mohite,J)